

ORIGINAL

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT NO. 951

T01-0042

This agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission, hereinafter referred to as "COMMISSION", the Union Pacific Railroad Company and the Norfolk Southern Railway Company; hereinafter referred to as the "COMPANIES" or "UP" or "NS", the City of Alton, hereinafter referred to as "CITY", and the State of Illinois, Department of Transportation, hereinafter referred to as the "DEPARTMENT".

WITNESSETH:

WHEREAS, it has come to the attention of the COMMISSION through informal correspondence that inquiry should be made into the matter of improving public safety at the crossing of the COMPANIES tracks with a public highway known as Henry Street located in the City of Alton, Madison County, Illinois, designated as crossing AAR/DOT 294 503E, milepost 257.90SSWN AF and 327 936F, milepost 0.46ITA.

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossing by a member of the Rail Safety Section of the COMMISSION; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and all other pertinent data relating to the crossing have been obtained and shown on Exhibit A, attached to the Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of COMMISSION by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the COMMISSION enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the statewide traveling public the Grade Crossing Protection Fund of the Motor Fuel Tax Law be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the proper improvements in the interest of public safety at the aforesaid crossing should be:

- (a) the relocation of the existing automatic warning devices at the UP crossing to accommodate the roadway project as further described in Section 2(e)

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- (b) the relocation of the existing automatic warning devices at the NS crossing to accommodate the roadway project as further described in Section 2(e)
- (c) the installation of a 12' rubber pad crossing surface section at each end of the existing 27' rubber crossing surface for the UP track to accommodate the roadway project as further described in Section 2(e) (note: the CITY will provide the rubber crossing material and the COMPANY will install the material)
- (d) the installation of a 9' and 12' rubber pad crossing surface section, at the end of the existing rubber crossing surface for the NS track to accommodate the roadway project as further described in Section 2(e)
- (e) the widening of the existing roadway from 24' to '36' by approximately 12' of street widening on the west side of Henry Street necessitating the need to relocate the existing automatic warning devices located on the north side of the tracks and the extension of the existing crossings surfaces and the addition of a new pedestrian crossing on the east side of Henry Street necessitating the extension of the existing rubber crossing surfaces, as further shown on Exhibit C.

Section 3 The COMPANIES have prepared preliminary estimates of cost to accomplish the proposed improvements which they may be required to perform. Said estimates are attached as Exhibits B-1, B-2, B-3, and B-4. The COMPANIES and CITY shall upon Order, according to the requirements contained therein, prepare detailed drawings, detailed circuit plans, estimates of cost and any required specifications for the proposed improvements for the approval of the COMMISSION and DEPARTMENT.

Section 4 The COMPANIES and CITY shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the submission of plans should be one hundred twenty (120) days and for the completion of the proposed improvements should be twelve (12) months, from the date of COMMISSION Order subsequent to this Agreement.

Section 5 The parties hereto agree that an equitable division of cost for the proposed improvements should be:

- a) The cost for the improvements listed in Section 2(a), estimated to be \$9,420, shall be allocated 50% of the actual cost, in an amount not to exceed \$4,710, to the Grade Crossing Protection Fund, with all remaining relocation cost being borne by the CITY. All cost of future maintenance and operation of the warning devices shall be borne by the UP. (See Exhibit B-
- b) The cost for the improvements listed in Section 2(b), estimated to be \$38,664, shall be allocated 50% of the actual cost, in an amount not to exceed \$19,332, to the Grade Crossing Protection Fund, with all remaining relocation cost being borne by the CITY. All cost of future maintenance and operation of the warning devices shall be borne by the NS. (See Exhibit B-2)

- c) The cost for the improvements listed in Section 2(c), estimated to be \$35,736, shall be allocated 100% of the actual cost to be borne by the CITY. All cost of future maintenance of the crossing surface shall be borne by the UP. (See Exhibit B-3)
- d) The cost for the improvements listed in Section 2(d), estimated to be \$8,700, shall be allocated 100% of the actual cost to be borne by the CITY. All cost of future maintenance of the crossing surface shall be borne by the NS. (See Exhibit B-4)
- e) The cost for the improvements listed in Section 2(e) is allocated 100% to the CITY. Any additional costs, as well as the cost of future maintenance of the roadway and approaches, shall be borne by the CITY. (See Exhibit C)

*Note. The UP estimate combined the engineering cost for the warning device relocation with the cost for the crossing surface extension. Staff has divided this cost 50% to each of the cost estimates attached as Exhibits B-1 pertaining to the warning device relocation and 50% to Exhibit B-3 pertaining to the crossing surface extension. This should not pose a problem to the UP since other parties are paying 100% of the cost for both improvements.

Section 6 The CITY is financially able and willing to bear an equitable portion of the cost for the proposed improvements as may be assigned by the Order and indicates this intent by Resolution attached as Exhibit D.

Section 7 Special Provisions: Since the roadway improvement will be performed by the CITY and/or its contractor(s), Railroad Liability Insurance will be required as specified in Illinois Department of Transportation's "Standards and Specifications for Road and Bridge Construction", Section 107.

All bills for expenditures authorized to be reimbursed from the Grade Crossing Protection Fund shall be submitted to Mr. Henry Cronister, Illinois Department of Transportation, Central Bureau of Local Roads and Streets, 2300 South Dirksen Parkway, Springfield, Illinois 62674. The DEPARTMENT shall send a copy of all bills received to the Director of Processing and Information, Transportation Division of the COMMISSION. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted no later than twenty four (24) months from the date of COMMISSION Order subsequent to this Agreement. The DEPARTMENT shall, at the end of the 24th month from the COMMISSION Order date, de-obligate all residual funds accountable for installation cost for this project.

The COMPANIES and CITY, at six (6) month intervals from the date of the Order subsequent to this Agreement until the project has been completed, shall each submit written reports to the Director of Processing and Information of the COMMISSION stating the progress each has made toward completion of the work herein required. Each progress report shall include the COMMISSION Order number, the Order date, the

project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and project manager information (the name, title, mailing address, telephone number and facsimile number of the COMPANIES and CITY employees responsible for management of their portions of the project.

The COMPANIES shall at six (6) month intervals from the date of the Order subsequent to this Agreement until the project has been completed, submit written reports to the Director of Processing and Information, Transportation Division of the COMMISSION, stating the status of expenditures from the Grade Crossing Protection Fund and percentage of completion of their portion of the project. If the project is behind schedule, the report must also include a brief explanation of the reason(s) for the delay.

The CITY shall at six (6) month intervals from the date of the of the Order subsequent to this Agreement until the project has been completed, submit written reports to the Director of Processing and Information, Transportation Division of the COMMISSION! stating the percentage of completion of their portion of the project. If the project is **behind** schedule, the report must also include a brief explanation of the reason(s) for the delay.

Section 8 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the COMMISSION shall enter an appropriate order, within 60 days accepting or rejecting such stipulation according to the provisions **contained** herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the COMMISSION this 10th o f April, 2001.



Michael E. Stead
Rail Safety Program Administrator

Attest:



Robert S. Berry,
Rail Safety Specialist

Illinois Commerce Commission Stipulated Agreement No. 951 concerning improvements at the crossings of the tracks of the Union Pacific Railroad Company (AAR/DOT 294 503E, milepost 257.90 SSWN AF) and the Norfolk Southern Railway Company (AAR/DOT 327 936F, milepost 0.46 ITA) with Henry Street in the City of Alton, Madison County, Illinois.

Executed by the Company this 1 day of May, 2001.

UNION PACIFIC RAILROAD COMPANY

By: Thomas J. Ogo
CHI EFENGI NEER

Attest:

Kathy Klockner

Illinois Commerce Commission Stipulated Agreement No. 951 concerning improvements at the crossings of the tracks of the Union Pacific Railroad Company (AAR/DOT 294 503E, milepost 257.90 SSWN AF) and the Norfolk Southern Railway Company (AAR/DOT 327 936F, milepost 0.46 ITA) with Henry Street in the City of Alton, Madison County, Illinois.

Executed by the Department this 11th day of May 2001.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: James C. Slifer
Director of Highways

Illinois Commerce Commission Stipulated Agreement No. 951 concerning improvements at the crossings of the tracks of the Union Pacific Railroad Company (AAR/DOT 294 503E, milepost 257.90 SSWN AF) and the Norfolk Southern Railway Company (AAR/DOT 327 936F, milepost A-0.46 with Henry Street in the City of Alton, Madison County, Illinois.

Executed by the Company this 11TH day of MAY, 2001.

NORFOLK SOUTHERN RAILWAY COMPANY

By: HR Comstock
General Manager

Attest:

[Signature]
Assistant Corporate Secretary

Illinois Commerce Commission Stipulated Agreement No. 951 concerning improvements at the crossings of the tracks of the Union Pacific Railroad Company (AAR/DOT 294 503E, milepost 257.90 SSWN AF) and the Norfolk Southern Railway Company (AAR/DOT 327 936F, milepost 0.46 ITA) with Henry Street in the City of Alton, Madison County, Illinois.

Executed by the City of Alton this 15th day of May, 2001.

THE CITY OF ALTON

By: Donald E. Smith

Attest:

Mary T. Boulds

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT SURVEY FORM

RR/Line Union Pacific Milepost 257.90 SSWN Inventory# 294 503E
City In Alton Street Henry Street County Madison
Jurisdiction City of Alton Urban X Rural - Commercial & Residential _____
Street Surface Bituminous Width 25' Condition Good
Angle 90° Tracks Tangent _____ Degree of Curve _____ Superelevation _____
Depth of Cut _____ Height of Fill _____

Crossing Surface

Track Centers	Elevation	Track	Type	Width	Condition
		Main	Rubber	27'	Good

Intersecting Roads 100' Landmark Blvd. 200' _____

Traffic Control Devices Present _____

ADT 2700 Speed 30 mph Statewide Yes

Schoolbuses _____ Hazardous Materials _____ Other _____

Rail Traffic: Ft. 8 @ 10 mph Pass. @ mph Switch _____

Simultaneous Movements Yes Daylight and Dark Yes

Present Protection Cantilever mounted automatic flashing light signals and gates

Advance Warning Signs _____ Pavement Marking No

Quad	Clearing Visibility	Obstruction	Stopping Visibility	Obstruction
NE	N/A			
NW				
SE				
SW				

Approach Grades

	Approach Grade			
	*		%	%
North	*		%	%
South	*	!	%	%

* meets the requirements of 92 Ill. Adm. Code 1535.204.

Comments: The City is going to improve and widen Henry Street in the vicinity of the Comoanies tracks. This will entail the widening of the existing crossing surfaces and the relocation of the existing warning devices. The new roadway width will be 40' back to back of curb.

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT SURVEY FORM

RR/Line Norfolk Southern Milepost 0.46 ITA Inventory# 327 936F
City In Alton Street Henry Street County Madison
Jurisdiction City of Alton Urban X Rural - Commercial X Residential
Street Surface Bituminous Width 25' Condition Good
Angle 90° Tracks Tangent Degree of Curve Superelevation
Depth of Cut Height of Fill

Crossing Surface

Track Centers	Elevation	Track	Type	Width	Condition
		Main	Rubber	27'	Good

Intersecting Roads 100' Landmark Blvd. 200'
Traffic Control Devices Present
ADT 2700 Speed 30 mph Statewide Yes
Schoolbuses Hazardous Materials Other
Rail Traffic: Ft. 14 @ 10 mph Pass. @ mph Switch
Simultaneous Movements Yes Daylight and Dark Yes
Present Protection Cantilever mounted automatic flashing light signals and gates
Advance Warning Signs Pavement Marking No

Visibility Study

Quad	Clearing Visibility	Obstruction	Stopping Visibility	Obstruction
NE	N/A			
NW				
SE				
SW				

Approach Grades

North	*	1	%		%	%
South	*	1	%		%	%

* meets the requirements of 92 Ill. Adm. Code 1535.204.

Comments: The City is going to improve and widen Henry Street in the vicinity of the Companies tracks. This will entail the widening of the existing crossing surfaces and the relocation of the existing warning devices. The new roadway width will be 40' back to back of curb.